



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement between the City of Lodi and the Tokay Radio Control Modelers for use of the Pixley Park Site (Beckman Road and Vine Street)

MEETING DATE: March 15, 1995

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the use agreement between the City of Lodi and the Tokay Radio Control Modelers for use of Pixley Park for club activities.

BACKGROUND INFORMATION: For the past 20+ years the City of Lodi has had an informal agreement (a handshake) with the RC Modelers Club of Lodi to use the Pixley Park Site to fly their remote control planes, maintain the area, and make improvements, at the club's expense (with city approval).

They have been a very cooperative tenant and have complied with all our requests. City Attorney, Bob McNatt, felt that in the best interest of the city, its property and liability, we should formalize our working relationship. Attached is an agreement approved by all parties involved.

Please review and approve same for their continued use and our documentation.

FUNDING: The City's Park Division periodically goes out to the site and disks weeds that accumulate (per Fire Dept. direction). General cleanup and any facility improvements have been done by the club members and at their expense.

Ron Williamson
Parks and Recreation Director

RW/jo

Attachment

cc: City Attorney

cc0315.Com

APPROVED: _____

THOMAS A. PETERSON
City Manager



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AGREEMENT
USE OF PIXLEY PARK SITE BY
TOKAY RADIO CONTROL MODELERS

PARTIES:

This agreement is made by and between the City of Lodi, a municipal corporation ("City") and the Tokay Radio Control Modelers ("RC Modelers").

The term of this agreement is three years. The effective date of this agreement is January 1, 1995 and it shall remain in effect until December 31, 1998.

RECITALS:

The City is the owner of the parksite commonly known as Pixley Park which is located on Beckman Road in the City of Lodi. It is City's intent to develop Pixley Park as a park, but as of the date of this agreement City has not done so.

In entering into this agreement it is the intent of the parties that any use of the premises by RC Modelers is temporary in nature and that said temporary use shall in no manner interfere, delay or hinder City's future development of a park at the Pixley Park site.

TERMS AND CONDITIONS:

1. Premises: City grants to RC Modelers the right to use that portion of Pixley Park described in Exhibit A for the operation of remote control model aircraft.
2. Consideration: In consideration for the use of said premises RC Modelers shall do the following:
 - a. Any and all improvements to the premises to be constructed or otherwise placed upon said premises by RC Modelers shall be subject to prior approval by City;
 - b. RC Modelers shall maintain the premises in a clean condition by removing trash and other debris (not including weeds and grass), from the premises;

c. RC Modelers shall take all reasonable steps to prevent their activities on said premises from causing a nuisance, annoyance or other harm to any and all persons or entities who own or occupy neighboring properties and this shall include, but not be limited to, prohibiting model aircraft from flying over any neighboring building and/or occupied property.

3. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. RC Modelers shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by RC Modelers, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. RC Modelers is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities (4\93 (KE)", attached hereto as Exhibit B and incorporated herein by reference.

4. Compliance With Local Ordinances: RC Modelers agrees to meet any and all requirements as found in local codes or ordinances and to obtain all necessary permits, clearances and approvals from City, County or State officials prior to conducting any improvements, events or other activities on said premises.

5. Disposition of Improvements: It is agreed that any and all fixtures or other nonremovable improvements placed upon the premises by RC Modelers may be left on the premises upon termination of this agreement. It is further agreed that RC Modelers shall seek no reimbursement, damages or other consideration from City for the value, if any, of any and all such fixtures or other nonremovable improvements that may be left on the premises upon the termination of this agreement.

6. Termination of Agreement: This agreement may be terminated at any time with or without cause by either party upon thirty days notice.

7. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation:

TOKAY RADIO CONTROL
MODELERS:

by: _____

Ron Williamson

Director of Parks and Recreation

by: _____

Darrin R. Graviet

President

Attest:

Approved as to form:

Jennifer M. Perrin

City Clerk

by: Jacqueline L. Taylor

Deputy City Clerk

Bob W. McNatt

City Attorney